

3. **Limit of Appropriation.** Contractor understands and agrees that the Maximum Compensation payable to Contractor for Services rendered under this Agreement is hereby increased to an amount not to exceed One Million, Nine Hundred Fifteen Thousand, Two Hundred Two dollars and 80/100 (\$1,915,202.80) authorized as follows:

\$740,000.00 under the Agreement;
\$ 10,750.00 under the First Amendment;
\$ 5,682.50 under the Second Amendment;
\$331,543.00 under the Third Amendment;
\$248,959.00 under the Fourth Amendment;
\$ 32,180.00 under the Fifth Amendment;
\$ 80,569.50 under the Sixth Amendment;
\$ 33,990.00 under the Seventh Amendment;
\$321,818.80 under the Eight Amendment; and
\$ 79,710.00 under the Ninth Amendment; and
\$ 30,000.00 under this Tenth Amendment.

In no event shall the amount paid by County under this Agreement exceed the Maximum Compensation without a County approved change order. Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of One Million, Nine Hundred Fifteen Thousand, Two Hundred Two dollars and 80/100 (\$1,915,202.80) specifically allocated to fully discharge any and all liabilities County may incur under the Agreement.

Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of the Agreement, that the total Maximum Compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor under the Agreement shall not under any conditions, circumstances, or interpretations thereof exceed One Million, Nine Hundred Fifteen Thousand, Two Hundred Two dollars and 80/100 (\$1,915,202.80).

4. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of the Agreement.
5. **Human Trafficking.** BY ACCEPTANCE OF THIS AGREEMENT, CONTRACTOR ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.
6. **Modifications and Conflict.** Except as modified herein, the Agreement, as amended, shall remain in full force and effect and has not been otherwise modified or amended. If there is a conflict among documents that make up the Agreement, this Tenth Amendment shall prevail with regard to the conflict.

FORT BEND COUNTY, TEXAS

ZARINKELK ENGINEERING SERVICES, INC.

KP George, County Judge

Authorized Agent – Signature

Giti Zarinkelk

Date

Giti Zarinkelk
Authorized Agent- Printed Name
President

ATTEST:

Title
12/04/2025

Laura Richard, County Clerk

Date

APPROVED:

J. Stacy Slawinski

J. Stacy Slawinski, P.E., County Engineer

AUDITOR’S CERTIFICATE

I hereby certify that funds are available in the amount of \$_____ to accomplish and pay the obligation of Fort Bend County, Texas under this Agreement.

Robert E. Sturdivant,
County Auditor

EXHIBIT A-10

(October 23, 2025 Proposal follows behind)



617 Caroline Street
Houston, Texas 77002
Phone 832-242-2426
Fax 832-242-2445

October 23, 2025

Stacy Slawinski, P.E.
County Engineer
301 Jackson St., 4th Floor
Richmond, TX 77469

Attn: Gabriel Odreman, P.E., Program Manager

Project: Chimney Rock - Project 13203

RE: Project 13203 Chimney Rock Road; 10th Amendment

Dear Mr. Slawinski:

This proposal is written to replenish funds to continue to address submittals and RFIs for the construction phase of Segment 2.

Our proposed fee is not to exceed \$30,000.00 on a time and materials basis. Attached is our summary spreadsheet.

In addition, please extend our contract to December 31, 2026 to ensure completion of the project.

Please call me at 832-242-2426 if you have any questions. We look forward to working with RPS Group and Fort Bend County on this project.

Sincerely,

A handwritten signature in blue ink that reads "Giti Zarinkelk". The signature is fluid and cursive, written over the printed name.

Giti Zarinkelk, P.E.

Attachments

Chimney Rock Road from FM2234 to Rosa Parks Elementary School

Fort Bend Mobility Bond 2013; Project Number 13203

TASK DESCRIPTION	Principal	Project Manager	Senior Engineer	Sen. Hyd. Engineer or Structural Engineer	Design Engineer	Senior Designer/	CADD Operator Technician	QA/QC Review	Clerical	Total Labor Hours & Costs
PROJECT TOTALS										
ENGINEERING SERVICES DURING CONSTRUCTION SEGMENT 2										\$ 30,000.00
TOTAL ALL SERVICES										\$ 30,000.00